



POSTAL RATE COMMISSION

Washington, DC 20268-0001

George A. Omas
Chairman

January 23, 2002

The Honorable John McCain
450 W Paseo Redondo STE 200
Tucson, Arizona 85701

Attention: Amber Moore

Dear Senator McCain:

This is in response to your letter of October 16, 2001, regarding Mr. & Mrs. Paul Elsass of Kingman. Unfortunately, your letter just arrived at the Commission's offices yesterday. As you are aware, since the closure of the primary mail-processing center in Washington several months ago, downtown government offices have not received regular delivery. I sincerely regret the delay.

The Postal Rate Commission has no authority over postal regulations or management practices that would permit our intervention on behalf of Mr. & Mrs. Elsass with regards to their insurance claim against the US Postal Service. However, I am forwarding a copy of their file to our Office of Consumer Advocate (OCA) for that office's review when next it considers this service. The OCA represents the public in rate proceedings before the Commission and I believe they will find the experiences of Mr. & Mrs. Elsass of interest. Of course, if you have not already done so, I would recommend you discussing this issue with the U.S. Postal Service as well.

With best regards I am

Sincerely,

A handwritten signature in black ink, appearing to read "George Omas", written in a cursive style.

George Omas
Chairman

Enclosures

cc: Shelley Dreifuss, Acting Director ✓
Office of Consumer Advocate
Postal Rate Commission

COMMITTEE ON COMMERCE,
SCIENCE, AND TRANSPORTATION
COMMITTEE ON ARMED SERVICES
COMMITTEE ON INDIAN AFFAIRS

RECEIVED
United States Senate
JAN 8 3 07 PM '02
November 29, 2001
POSTAL RATE COMMISSION
OFFICE OF THE SECRETARY

241 RUSSELL SENATE OFFICE BUILDING
WASHINGTON, DC 20510-0303
(202) 224-2235

4450 SOUTH RURAL ROAD
SUITE B-130
TEMPE, AZ 85282
(480) 897-6289

2400 EAST ARIZONA
BILTMORE CIRCLE
SUITE 1150
PHOENIX, AZ 85016
(602) 952-2410

450 WEST PASEO REDONDO
SUITE 200
TUCSON, AZ 85701
(520) 670-6334

TELEPHONE FOR HEARING IMPAIRED
(202) 224-7132
(602) 952-0170

United States Postal Rate Commission
133 H Street NW
20268-0001

Dear Chairman:

I am inquiring about the status of my request made in my letter of October 11th regarding my constituent, Paul Elsass.

Please provide me with an updated status of this inquiry so that I may reply to my constituent. Please mark the envelope to the attention of DANIEL R. FORDE:

Office of Senator John McCain
450 W. Paseo Redondo
Suite 200
Tucson, Arizona 85701

Thank you for your cooperation. I look forward to your reply at your earliest convenience.

Sincerely,



John McCain
United States Senator

JM/tdf

Attn:
Amber
Moore
REPLACED
DANIEL FORDE

JOHN MCCAIN
ARIZONA

COMMITTEE ON COMMERCE,
SCIENCE, AND TRANSPORTATION
COMMITTEE ON ARMED SERVICES
COMMITTEE ON INDIAN AFFAIRS

Appendix C Page 3 of 25

United States Senate

RECEIVED

JAN 22 4 18 PM '02

POSTAL RATE COMMISSION
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(520) 670-6334

TELEPHONE FOR HEARING IMPAIRED
(202) 224-7132
(602) 952-0170

October 16, 2001

Chairman
United States Postal Rate
133 H Street NW
Washington, DC 20268-0001

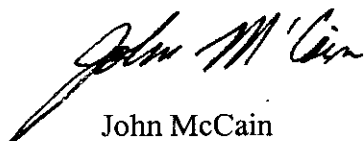
Dear Chairman:

I wish to bring to your attention the matter concerning my constituents, Paul and Carrie Elsass, who has encountered a problem with the United States Postal Service. Please investigate, within the existing rules, regulations and ethical guidelines, the statements made in the enclosed letter and return the response to me with the enclosures. MARK ALL CORRESPONDENCE TO:

Attn: DANIEL R. FORDE
Office of Senator John McCain
450 W. Paseo Redondo
Suite 200
Tucson, Arizona 85701

The response you provide will be most appreciated and will be forwarded to my constituent. If you should have any questions in the meantime, you can reach my office at (520) 670-6334. I look forward to your reply at your earliest convenience.

Sincerely,



John McCain
United States Senator

JM/tdf
Enclosures

AUG 20 2001

224 Silver St.
Kingman, AZ 86401
(928) 753-6369

August 15, 2001

Senator John McCain
450 W. Paseo Redondo Ste 200
Tucson, AZ 85701

Dear Senator McCain:

Thank you so much for all your hard work on behalf of the citizens of Arizona and of the United States.

We wish to ask for your assistance in a matter which affects all citizens of this country who mail packages through the United States Postal service. While we have never considered legal action against any person or entity, we felt so wronged in this situation that we did file a complaint in small claims court. We then received the enclosed letters stating that the case had been transferred to the US District court and citing various statutes, etc. We certainly cannot match the high-powered lawyers of the US government and feel very helpless. We can't in fact afford a lawyer at all. Carrie is 8 ½ months pregnant and quit her teaching job to stay home with the baby- this is one of the reasons we so desperately need the money they owe us. We are confident that we are in the right on this matter but don't know where to turn or how to proceed. It seems this is an instance of big government getting ready to completely confuse us, trample our rights and dismiss us. It's almost funny that the money they've paid thus far to transfer the case and to the lawyers who drafted the letters we received could have been used to pay the claim!!

We are still amazed that this has happened and must happen to hundreds if not thousands of Americans each day who feel safe about mailing packages with the USPS because they have purchased insurance. Please read our enclosed complaint- I feel confident you will agree this is a serious and widespread issue which should be addressed.

Can you offer any advice or help? Do you know anyone who would want to do an investigative report on this, such as a news station or program like Dateline or 60 Minutes? Our hope is that you would pass this on to a national news program that might be willing to cover this as a story. We know that if you were to make the request on our behalf, it is much more likely that someone might actually consider doing the story.

We see the Republican party as the party of personal responsibility, and hope that somehow the USPS will be forced to accept responsibility in this matter- not just in our case alone, but in the future as policy. We would so appreciate any help you could offer.

In Gratitude,
Paul & Carrie Elsass

Paul & Carrie Elsass

CONSUMER AFFAIRS & CLAIMS



UNITED STATES
POSTAL SERVICE

September 13, 2001

Mr. Daniel R. Forde
Office of Senator John McCain
450 W. Paseo Redondo, Ste. 200
Tucson, AZ 85701-8275

Dear Mr. Forde:

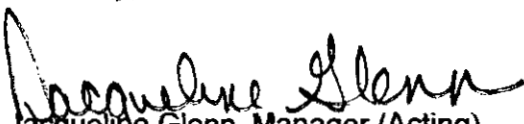
This is in response to the information provided to your office by Senator McCain's constituents, Paul and Carrie Elsass.

Mr. Elsass submitted a claim on October 30, 2000 for a damaged laptop computer. The original claim was denied. Mr. Elsass followed the appeal process and was again denied payment of the claim. In March 2001, the Consumer Advocate's Office reviewed the claim request and upheld the prior decision. On May 21, 2001 the Consumer Advocate's Office once again upheld the decision to deny payment.

Mr. Elsass has followed Postal procedures regarding this claim. Regrettably, the Arizona Office is unable to over-turn the decision of the National Consumer Advocate's office.

I understand Mr. and Mrs. Elsass' frustration and apologize that I cannot provide a more favorable response.

Sincerely,


Jacqueline Glenn, Manager (Acting)
Consumer Affairs and Claims

Reference: S25066783

1 Paul & Carrie Elsass
2 224 Silver St.
3 Kingman, AZ 86401

4

5

UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA

6

7

8 Paul & Carrie Elsass)

9 Plaintiffs,)

**PLAINTIFF'S AMMENDED
COMPLAINT**

10 vs.)

11 United States Postal Service)

CIV 01-1103 PCT JAT

12 Defendant)

(Formerly Justice of the Peace Court
Precinct, County of Mohave, State of
Arizona No. 801 01 CV-894 SC)

13

14

15

16

17

18 This formal complaint is being filed Pro se by plaintiffs Paul and Carrie Elsass

19 against the United States Postal Service for fraudulent

20 misrepresentation and nonpayment of an insurance claim.

21 On October 27, 2000, we mailed a laptop computer from Kingman, Arizona. We

22 purchased insurance in the amount of \$600. Paul informed the employee, Robert

23 Galvin, that the item was a laptop computer and requested that Mr. Galvin include

24 the words "Fragile" and "This Side Up" on the packaging. Mr. Galvin himself

25 personally assisted in final packaging of the laptop. For whatever reason, the phrases

26 we requested were not included on the packaging (see attached letter from Mr.

27 Galvin and customer service representative Pat Colwell). We have also included

28 a copy of the insurance form we received stating that contents are insured against

29 "loss, damage, or rifling".

30 The computer left our possession in working order and arrived irreparably damaged

31(see attached letter from computer specialist Kenneth Wadley).

1 We therefore sent in the insurance claim with the USPS. We were first denied
2 based on the argument that they had no way of knowing that the computer was
3 working before it was sent. When we disproved that argument, they denied at the
4 second and third levels based on the fact that there was no visible damage to
5 the outer packaging. First, anyone familiar with computers knows that they are
6 extremely fragile and the outer packaging would certainly not need to sustain
7 visible damage when the computer is broken through mishandling. Second, we
8 did not pay to insure outer packaging, we paid to insure a laptop computer! This
9 information about outer packaging is not given to the customer when purchasing
10 postal insurance. If it had been, we would have certainly made the informed
11 choice to mail this fragile parcel with another company. Even more disturbing, the
12 postal employees at our post office and at a branch in another state who we
13 interviewed were unaware of this regulation. These employees have stated that we
14 should be reimbursed for our loss. This information is allegedly contained within
15 postal regulations, but these are not readily available to the consumer (neither
16 through the wording of the insurance contract nor through the employees who sell
17 the insurance). This is not a minor nor technical loophole, and it is not reasonable
18 to expect a customer to inspect and thoroughly read the entire USPS Domestic
19 Mail Manual prior to mailing a package. This is especially unreasonable when the
20 copy of the insurance form we receive and the employees who sell the insurance
21 state that damage is covered. Any rules such as these should be known by the
22 employees who sell the insurance and/or should be stated in writing to the
23 customer. This is a basic responsibility of any company using contracts and selling
24 insurance, but particularly of a company of the size and scope of the USPS.
25 A few years ago many lawsuits were brought against large magazine
26 publishers such as Publishers' Clearing House and American Family
27 Publishers because some consumers (particularly the elderly) were misled
28 into believing that they must make purchases to win, and others believed
29 that they were already winners. In that situation, the consumers even had
30 the information they needed to make an informed decision (albeit in fine
31 print!), and it was only a sweepstakes entry situation. We did not have the benefit

1 of even fine print, and here we are discussing the much more serious matter of an
2 insurance contract.

3 **Demand:**

4 We are requesting that we be reimbursed the \$600 value of the insurance policy
5 that we purchased to insure our laptop, as well as reimbursement for expenses incurred
6 in bringing this suit in an attempt to recover funds legally owed to us. These expenses
7 include but are not limited to: court fees, postage, long-distance charges, and our time
8 (in excess of 40 hours at this point). In addition, we would request that the judge
9 award reasonable damages and any punitive damages that the court may feel are
10 warranted.

11 Respectfully submitted this 15th day of August, 2001

12 Paul & Carrie Elsass

13 Plaintiffs

14

15 Copy of the foregoing mailed this 15th

16 day of August 2001, to:

17 Paul K. Charlton U.S. Attorney, District of Arizona &

18 John R. Mayfield

19 Assistant United States Attorney

20 Two Renaissance Square

21 40 North Central Avenue, Suite 1200

22 Phoenix, AZ 85004-4408

23

24 Debbie Forakis

25 Paralegal Specialist, Law Department

26 United States Postal Service

27 9350 South 150 East, Suite 800

28 Sandy, Utah 84070-2716

29

30

Appendix C Page 9 of 25

meElsass

David J. Melich"

<elsass@ctaz.com>

Saturday, October 28, 2000 6:04 PM

bad machine.JPG

Laptop

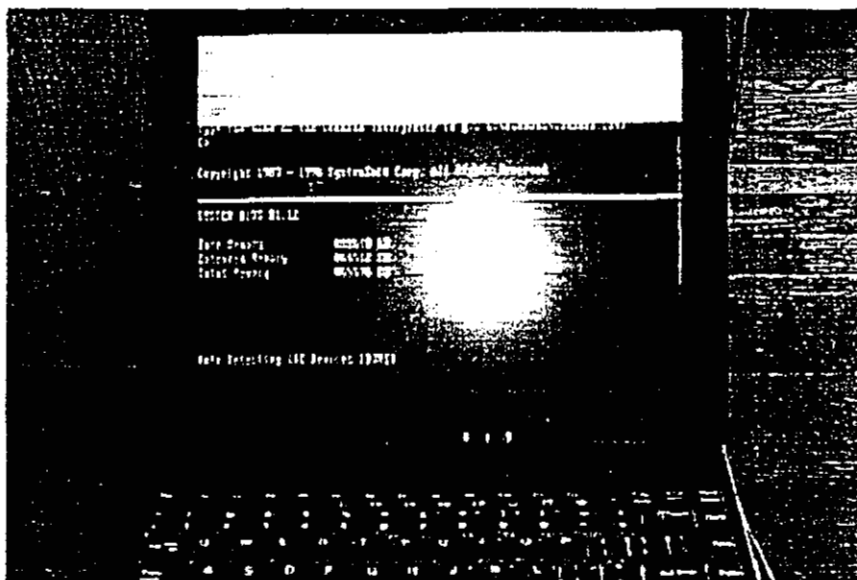
October 28, 2000

Paul:

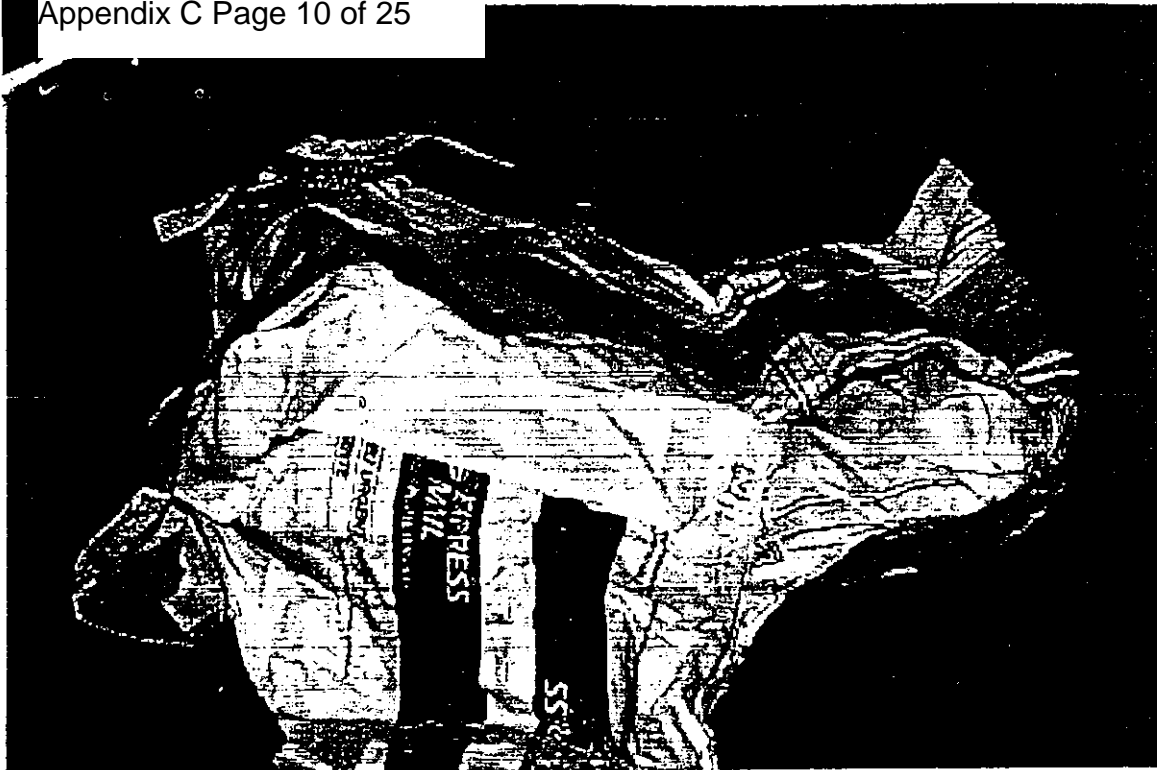
The laptop arrived earlier today. Unfortunately its basically DOA. So I'll need to send it back. It won't boot and the screen is totally screwed up. Please see the attached jpeg. The top 1/4 of the screen is completely blank, anything that does show up on the screen is all but unintelligible, and the slightest movement of the machine causes the screen to flicker to black. Its definitely a hardware problem because it never even gets a chance to load any software. Again, the accompanying jpeg will show this. when you set the machine just right you can read the text mode message that it doesn't find C:

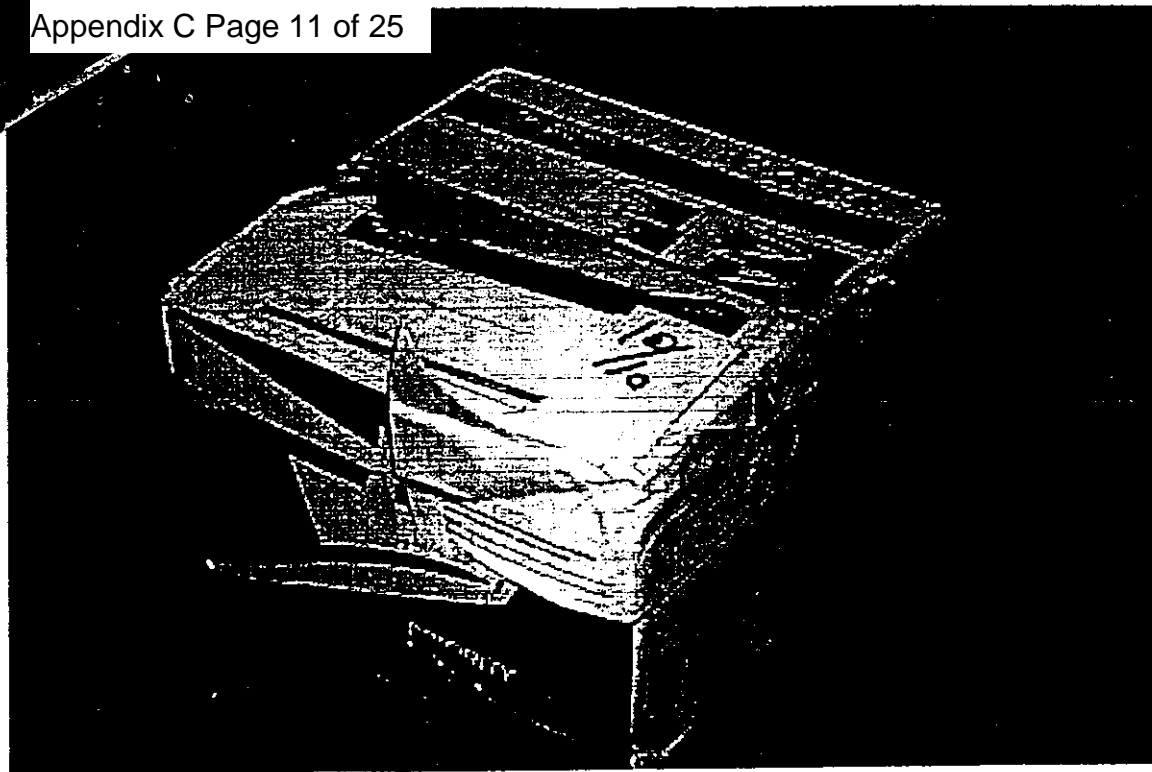
Anyway, I'll need to send it back for a refund less the total shipping. That should be around \$520. We can agree on some number, I'm very flexible. Please let me know your shipping address so that I can get it back right away.

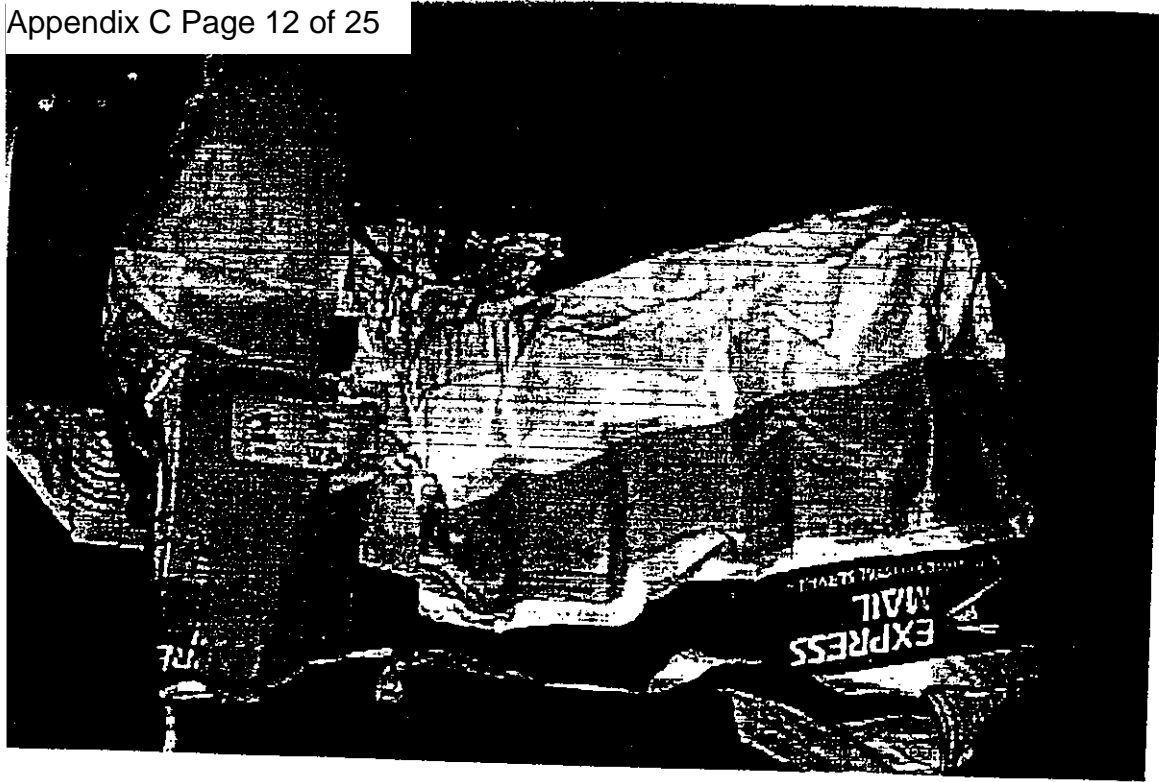
Thanks, Dave



10/28/2000








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Sell

Services

Search

Help

Community

item view

HyperData laptop 333mhz 64 megs ram +more NR

Item #470526342

[Computers:Hardware:Notebooks:System](#)

Bidding is closed for this item.



Leave Feedback

(to seller)

(to bidder)

If you are the seller or the high bidder - now what?

Currently \$540.00

Quantity 1

Time left Auction has ended.

Started Oct-16-00 12:42:22 PDT

Ends Oct-23-00 12:42:22 PDT

Seller (Rating) [pelsass \(58\)](#) ☆ [me](#)
[view comments in seller's Feedback Profile](#) | [view seller's other auctions](#) | [ask seller a question](#)
High bid [impala402 \(59\)](#) ☆

Payment Money Order/Cashiers Checks. Other. See item description for payment methods accepted

Shipping Buyer pays actual shipping charges. Will ship to United States only. See item description for shipping charges

Item Revised
Before First Bid

To review [revisions](#) made to this item by the seller, [click here](#).

Relist item

Seller: Didn't sell your item the first time? eBay will refund your relisting fee if it sells the second time around. [Relist this item](#).

First bid \$100.00

of bids 24 [bid history](#) | [with emails](#)

Location Kingman, AZ

Country/Region USA/Las Vegas

[mail this auction to a friend](#) [request a gift alert](#)

Description

Now is your chance to get in on the deal of the century! This computer wasn't getting used, so I am selling it. It works perfectly, I will guarantee that it won't be dead on arrival. It comes with all of the listed items below, plus with software that would cost you hundreds of dollars (there are no backups of the software included, only a Win98 boot disk and the notebook drivers CD/floppy are included). The case is also included. I am not putting a reserve on it, and bidding starts at only \$100.00. Unbelievable!! Serious bidders only! I reserve the right to not sell to anyone with negative feedback. I will ONLY accept Paypal or money order. I have perfect feedback and I want you to give me that as well, so you can relax with me! Good luck and let the bidding begin!! Check out more pictures at [www.ctaz.com/~elsass/laptop2.jpg](#), [www.ctaz.com/~elsass/laptop3.jpg](#), [www.ctaz.com/~elsass/laptop4.jpg](#), [www.ctaz.com/~elsass/laptop5.jpg](#) You can email me with any questions at pelsass@azkrmc.com You pay shipping costs including shipping if returned. Hyperdata Advertise Model MEDIAGO 780, Production Model KE73/77/77T/78/78L, Machine's Model 5033, Serial Number TN88005335, CPU Type & Speed AMD K6-2 333MHZ, Memory Type & Size 64MB(ON M/B) 144PINS/3.3V EDO

12/08/00 -

Willie B. Mixon, Supervisor
Claims and Inquiry Section
Attn: WILLIAMS EURL
120400
Postal Data Center
PO Box 80142
Saint Louis MO 63180-0142

Mr. Mixon:

This letter is to appeal the decision not to refund me for the damage to my laptop computer, which occurred in shipping by the United States Postal Service. I am respectfully requesting that you reconsider your decision based on the following added information:

- 1.) I was told, by the manager of the local post office and the person who assisted me with the original shipment here in Kingman, that I should be covered for this loss.
- 2.) I have a witness that will testify that the computer was in working order prior to shipping.
- 3.) The receiving party has a witness that will testify that the computer when received did not work immediately following being unpackaged.
- 4.) I specifically increased the amount of insurance on this package so that it would be enough to cover the item if broken in transit or lost.
- 5.) If you do not cover this item, then it begs the question of why should I pay for insurance in the first place.
- 6.) No one at the local post office here asked me to see the item. If they had, I would gladly have shown them.
- 7.) It was stated to the employee here at the local post office that it was in fact a laptop computer.
- 8.) I stated to the local employee (and he will back this up if asked to) that I wanted the packaging to have "fragile" written on it and I wanted "this side up" to be placed on it appropriately. As you will see from the original packaging that you have in your possession, these phrases were never placed on the packaging. This failure to follow my specific instructions means that your belief that the item should be shown in advance to be working is moot. If the USPS employees fail to follow my instructions regarding safe shipping, then the USPS is liable for the damage. This local employee even recalled, when asked after the item was found to have been broken in transit, that I had requested the above phrases to be placed on the package.

For all of the above reasons, I believe that the USPS has an obligation to refund me for the loss of my laptop computer. I so strongly believe this, and in fact have the evidence to prove it, that if necessary I will take legal action. I would prefer not to do this, however, if the act of purchasing insurance does not cover my items, then it is an admission on the USPS part that it is just another way to make money on customers. To state that an employee would have had to have checked the item prior to shipping even though no employee stated that to me at the time of the transaction is ridiculous. If this is the USPS policy regarding how they will pay on insurance claims, then employees must state this. As I stated, this local USPS employee knew that the item was a laptop computer.

I would appreciate a prompt response to this claim, and I would also respectfully ask that I be immediately refunded the entire \$600 as requested. Please feel free to contact me with any questions. Thanks for your time and energy in this matter!

Sincerely,

Paul Elsass
224 Silver St.
Kingman, AZ 86401 (note new address)
520-692-4601 wk
520-753-6369 home

Nancy Pleimann, Supervisor
Indemnity Claims Appeals



January 22, 2001

Paul Elsass
224 Silver St.
Kingman, AZ 86401

Dear Mr. Elsass:

This is in response to your letter protesting the disallowance of your claim number 016062539 filed on Express Mail Article No. EK885354502US.

We are sorry for any problems that you may have experienced with our Express Mail Service. This office is required to adjudicate all domestic postal insurance claims in accordance with the Domestic Mail Manual and Headquarters' Directives.

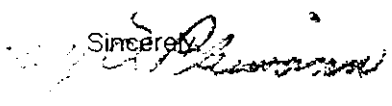
The Postal Service does not accept liability for damages that cannot be confirmed by our Post Offices. Postal authorities in Wayne, PA examined the mailing container, packaging, and article. They were unable to find any visible sign of damage to the exterior or interior that is consistent with the condition of the article. It has been determined that the damage to the laptop computer could not have occurred without the mailing container showing some coinciding sign of damage. *RAA*

Postal regulations state in part that indemnity will not be paid when the damage was caused by shock, transportation environment, or x-ray, and no evidence of damage to the mailing container exists.

Considering the above, we have no alternative but to sustain disallowance of this claim. We regret any inconvenience this may have caused you, and that we are unable to provide a more favorable response. You may appeal the policy this decision is based on within ninety days from the date of this letter to:

Consumer Advocate
US Postal Service
475 L'Enfant Plaza SW Room 5820
Washington, DC 20260-2202

Sincerely,


Nancy Pleimann

cc:
David Melich
128 W Wayne Ave.
Wayne, PA 19087

01/28/01

Re: Nancy Pleimann's disallowance on 01/22/01
Consumer Advocate
US Postal Service
475 L'Enfant Plaza SW Room 5820
Washington, DC 20260-2202

To Whom It May Concern:

This letter is to appeal the decision not to refund me for the damage to my laptop computer, which occurred in shipping by the United States Postal Service. I am respectfully requesting that you reconsider your decision based on the following added information:

- 1.) I have contacted my Congressman (Bob Stump) and his office is forwarding this letter and copies of all previous paperwork on my behalf.
- 2.) I am also including, for the first time, a statement written and signed by two United States Postal workers that were directly involved with this incident. They are stating flat out that the decision to deny my claim is wrong.
- 3.) Damage to the package of any type, while visible or not is damage. I specifically asked the postal worker here to put "this side up" and "fragile" on the box. As you can also see by the packaging, this was never done. So whether or not there is visible damage is a moot point.
- 4.) I have a witness that will testify that the computer was in working order prior to shipping.
- 5.) The receiving party has a witness that will testify that the computer when received did not work immediately following being unpackaged.
- 6.) I specifically increased the amount of insurance on this package so that it would be enough to cover the item if broken in transit or lost.
- 7.) If you do not cover this item, then it begs the question of why should I pay for insurance in the first place? Are you prepared to make the statement publicly that any items shipped by the USPS that are damaged in transit from dropping or shaking, but with no visible damage to packaging, are not covered?!?!?
- 8.) No one at the local post office here asked me to see the item. If they had, I would gladly have shown them.
- 9.) It was stated to the employee here at the local post office that it was in fact a laptop computer. He will admit to this fact.
- 10.) I stated to the local employee (see his statement) that I wanted the packaging to have "fragile" written on it and I wanted "this side up" to be placed on it appropriately. As you will see from the original packaging that you have in your possession, these phrases were never placed on the packaging. This failure to follow

my specific instructions means that your belief that the item should be shown in advance to be working is moot. If the USPS employees fail to follow my instructions regarding safe shipping, then the USPS is liable for the damage. This local employee even recalled, when asked after the item was found to have been broken in transit, that I had requested the above phrases to be placed on the package.

For all of the above reasons, I believe that the USPS has an obligation to refund me for the loss of my laptop computer. I so strongly believe this, and in fact have the evidence to prove it, that if necessary I will take legal action. I would prefer not to do this, however, if the act of purchasing insurance does not cover my items, then it is an admission on the part of the USPS that it is just another way to make money on customers. To state that an employee would have had to have checked the item prior to shipping even though no employee stated that to me at the time of the transaction is ridiculous. Also, this requirement or the statement about the condition of the packaging are not stated on the insurance form that I get a copy of. How can you invalidate my claim based on requirements that the consumer is never made aware of? In fact, how can you invalidate my claim based on requirements that the postal workers themselves are not made aware of (two Postmasters now have told me that they have never heard of this). You cannot. If this is the USPS policy regarding how they will pay on insurance claims, then employees must state this. As I stated, this local USPS employee knew that the item was a laptop computer.

I would appreciate a prompt response to this claim, and I would also respectfully ask that I be immediately refunded the entire \$600 as requested. Please feel free to contact me with any questions. Thanks for your time and energy in this matter!

Sincerely,

Paul Elsass
224 Silver St.
Kingman, AZ 86401 (note new address)
520-692-4601 wk
520-753-6369 home

CONSUMER AFFAIRS



March 23, 2001

Mr. Paul Elsass
224 Silver St
Kingman, AZ 86401-5631

Dear Mr. Elsass:

This is in response to your appeal on claim number 01-6062-539 filed with the Consumer Advocate.

Based on our review of all pertinent information within the claim file, we must uphold the January 22, 2001, decision issued by postal officials at the St. Louis Accounting Service Center for said claim. The Postal Service assumes liability for damage to an insured article when it is established that the damage occurred in the mailstream. Section S010.2.14p, Domestic Mail Manual (DMM) provides that indemnity is not paid for insured mail for damage caused by shock or transportation environment without evidence of damage to the mailing container.

Postal officials at the Wayne, Pennsylvania, Post Office confirmed that there was no evidence of damage to the exterior of the mailing container for the computer, and there was no tangible evidence that the item was mishandled while in postal custody. It would not have made a difference if "Fragile" had been written on the parcel. As previously mentioned, indemnity is not paid for damage caused by shock or transportation environment, without evidence of damage to the mailing container.

Under the above circumstances, your claim cannot be approved for payment. This office is the final level of postal authority concerning claim's appeal. I regret that my response could not have been more favorable.

Wayne postal officials will mail your computer to you the week of March 26.

Sincerely,

A handwritten signature in cursive script that reads "Connee Rainey".

Connee Rainey
Domestic Claims Specialist

Reference: W45018482



May 21, 2001

Mr. Paul Elsass
224 Silver Street
Kingman, AZ 86401-5631

Dear Mr. Elsass:

This is in response to your further correspondence concerning your claim.

Unfortunately, there is little we can add to the letter dated March 23, 2001 to you on this subject. The claim file was reviewed at all proper administrative levels within the Postal Service. All appropriate postal regulations have been followed in the adjudication and subsequent appeals of your claim, and the final decision rendered. As stated in previous correspondence, indemnity is not paid for damage caused by shock or transportation environment, without evidence of damage to the mailing container.

Attempts to settle any unresolved issues must be pursued through the civil process. I regret I could not provide further assistance.

Sincerely,


Connie L. Rainey
Domestic Claim Specialist

Reference: W45021968

Appendix C Page 21 of 25



February 1, 2001

Re: Claim for Paul Elsass
Claim #016062539

To Whom It May Concern:

This statement is in regards to the package that Mr. Paul Elsass mailed from the Post Office in Kingman, Arizona. Mr. Elsass mentioned to the clerk (Robert Galvin) that he was shipping a laptop computer. We did not ask him to see if it was in working order, because that is not a policy of the USPS that we are aware of. Mr. Elsass then stated that the package should have "Fragile" and "This Side Up" stamped on it. For whatever reason, this did not occur prior to shipping. When Mr. Elsass told us that the item had shown up at its destination in a condition other than working correctly, we stated to him that this should be covered by not only the standard \$500 insurance that comes with Express Mail, but also by the extra \$100 of insurance that he paid for. There is nothing on the back of the insurance form that the customer gets a copy of that would state otherwise.

Sincerely,

A handwritten signature in cursive script, appearing to read "Robert Galvin".

Robert Galvin
Sales Associate
Kingman, AZ 86401

A handwritten signature in cursive script, appearing to read "Pat Colwell".

Pat Colwell
Customer Service Supervisor
Kingman, AZ 86401

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PAUL K. CHARLTON
United States Attorney
District of Arizona

JOHN R. MAYFIELD
Assistant U.S. Attorney
Arizona State Bar No. 4848
Two Renaissance Square
40 North Central Avenue, Suite 1200
Phoenix, Arizona 85004-4408
Telephone: (602) 514-7500

UNITED STATES DISTRICT COURT

DISTRICT OF ARIZONA

PCT

CIV '01 1103 PAX JAT

Paul & Carrie Elsass,

Plaintiffs,

v.

Post Office 1901 Johnson Avenue,
Kingman, Az 86401; Pat Colwell, Customer
Service Supervisor

Defendants.

NOTICE OF REMOVAL
(Formerly Justice of the Peace Court
Kingman Precinct, County of
Mohave, State of Arizona
No. 801 01 CV-894 SC)

The United States of America, United States Postal Service dba Post Office 1901 Johnson Avenue, Kingman, Arizona 86401 and state court defendant and federal employee Pat Colwell, Customer Service Supervisor, by counsel, Paul K. Charlton, United States Attorney, pursuant to 39 U.S.C. § 405(a), hereby give notice of the removal of this action to this Court for the reasons which follow:

1. That they are defendants in the above-captioned civil action pending in the Justice of the Peace Court Kingman Precinct, County of Mohave, State of Arizona, entitled, *Paul & Carrie Elsass v. Post Office 1901 Johnson Avenue, Kingman, Az 86401; Pat Colwell, Customer Service Supervisor* and no trial has yet been set or had therein.

2. That the above-captioned action was commenced against the Federal defendants by filing a Complaint in the nature of a contract action on or about June 5, 2001, and received by the by the United States Attorney's Office on June 14, 2001. However, the United States Attorney's Office has not been served. (Copies of all process and pleadings that have been received by the United States Attorney's Office are attached hereto as Exhibit A.)

3 4. The above-named defendants are not required to file a bond pursuant to 28 U.S.C.
4 § 2408..

5 WHEREFORE, the above-named defendants pray that the above-captioned action now
6 pending before the Justice of the Peace Court Kingman Precinct, County of Mohave, State of
7 Arizona be removed therefrom to this Court pursuant to 39 U.S.C. § 409(a) and 28 U.S.C.
8 §§ 1346.

9 Respectfully submitted this 20th day of June, 2001.

1 PAUL K. CHARLTON
United States Attorney
District of Arizona //

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JOHN R. MAYFIELD
Assistant U.S. Attorney

5 Original filed and copy of the foregoing
mailed this 27 day of June, 2001, to:

6 Paul and Carrie Elsass
224 Silver Street
7 Kingman, Arizona 86401

8 Justice of the Peace Court
9 Kingman Precinct
524 W. Beale
0 P.O. Box 29
Kingman, Arizona 86402

1 Debbie Forakis
2 Paralegal Specialist
3 Law Department
United States Postal Service
9350 South 150 East, Suite 800
Sandy, Utah 84070-2716

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<p>KINGMAN PRECINCT JUSTICE OF THE PEACE COURT</p> <p>COUNTY OF <u>MOHAVE</u>, STATE OF ARIZONA <u>524 W. Beate</u> ADDRESS <u>401 E. SPRING STREET, P.O. BOX 29</u> KINGMAN, ARIZONA 86402 PHONE: <u>753-0710</u></p>	<p>CASE NUMBER <u>801 01-CV-894 SC</u></p> <p>SMALL CLAIMS DIVISION</p> <p>COMPLAINT / SUMMONS / ANSWER</p>
<p>PLAINTIFF (Name / Address / Telephone) <u>Paul & Carrie Elsass (520) 753-6369</u> <u>224 Silver St.</u> <u>Kingman AZ 86401</u></p>	<p>DEFENDANT (Name / Address / Telephone) <u>Post office 1901 Johnson Ave. (520) 753-2480</u> <u>Kingman AZ 86401</u> <u>Pat Colwell - customer service supervisor</u></p>
<p>NOTICE AND SUMMONS</p>	
<p>TO THE ABOVE-NAMED DEFENDANT:</p> <p>YOU ARE DIRECTED TO ANSWER WITHIN TWENTY (20) DAYS THE CLAIM OF THE PLAINTIFF IN THE SMALL CLAIMS DIVISION OF THE COURT CITED ABOVE. IF YOU DO NOT APPEAR AND DEFEND, YOU RUN THE RISK OF HAVING AN APPROPRIATE JUDGMENT ENTERED AGAINST YOU. If you wish to defend against the Plaintiff's claim, you must pay a \$ <u>4</u> fee at the time you file your answer.</p>	
<p><u>11-5-01</u> Date</p>	<p><u>K57KAS</u> Clerk, Small Claims Division</p>
<p style="text-align: center;">PLAINTIFF'S CLAIM</p> <p>The Defendant owes me \$ <u>600.00 + \$6.00 filing fee = \$606.00</u> for the following reasons: <u>We insured our laptop for \$600.00 when mailed through USPS in Oct. '00. Claim was not paid when laptop was broken in transit. The insurance information given to the customer states that loss & damage are covered.</u></p> <p><u>5-31-01</u> Date <u>Carrie Elsass / Pat Colwell</u> Plaintiff's Signature</p>	
<p>NOTICE TO DEFENDANT: If you contest this claim, you must complete the Answer below and file it in the Small Claims Division of the Court named above within twenty (20) days of the date of service.</p> <p style="text-align: center;">DEFENDANT'S ANSWER</p> <p>I do not owe the Plaintiff because: _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Date _____ Defendant's Signature _____</p>	
<p><u>WARNING</u></p> <p>"YOU DO NOT HAVE THE RIGHT TO APPEAL THE DECISION OF THE HEARING OFFICER OR THE JUSTICE OF THE PEACE IN A SMALL CLAIMS COURT. IF YOU WISH TO PRESERVE YOUR RIGHT TO APPEAL, YOU MAY HAVE YOUR CASE TRANSFERRED TO THE JUSTICE COURT PURSUANT TO SECTION 22-504, SUBSECTION A, IF YOU REQUEST SUCH TRANSFER AT LEAST ONE DAY PRIOR TO THE DAY OF THE SCHEDULED HEARING."</p>	

Guarantee: Express Mail International mailings are not covered by this service agreement. Military shipments delayed due to Customs inspections are also covered. If the shipment is mailed at a designated USPS Express Mail facility on or before the specified deposit time for overnight delivery to the addressee, delivery to addressee or agent will be attempted before the guaranteed time the next delivery day. Signature of the addressee, addressee's agent, or delivery employee is required upon delivery. If a delivery attempt is not made by the guaranteed time and the mailer files a claim for a refund, the USPS will refund the postage, unless: 1) delivery was attempted but could not be made, or the article was available for pickup at destination, 2) this shipment was delayed by strike or work stoppage, or 3) notification was made for a law enforcement purpose.

Notice is left for the addressee when an item cannot be delivered on a first attempt. If the item cannot be delivered on the second attempt and is not claimed by the addressee within five days of the second attempt, it will be returned to sender at no additional postage.

Please consult your local Express Mail directory for noon and 3:00 p.m. delivery areas and for information on International and Military Express Mail services. See the Domestic Mail Manual for details.

Insurance Coverage: Insurance is provided only in accordance with postal regulations in the *Domestic Mail Manual* (DMM) and, for international shipments, the *International Mail Manual* (IMM). The DMM and IMM set forth the specific types of losses that are covered, the limitations on coverage, terms of insurance, conditions of payment, and adjudication procedures. Copies of the DMM and IMM are available for inspection at any post office. If copies are not available and information on Express Mail insurance is requested, please contact postmaster prior to mailing. The DMM and the IMM consist of federal regulations, and USPS personnel are NOT authorized to change or waive these regulations or grant exceptions. Limitations prescribed in the DMM and IMM provide, in part, that:

The contents of Express Mail shipments defined by postal regulations as merchandise are insured against loss, damage, or rifling. Coverage up to \$500 per shipment is included at no additional charge. Additional merchandise insurance up to \$5,000 per shipment may be purchased for an additional fee; however, additional insurance is void if waiver of the addressee's signature is requested.

Coverage extends to the actual value of the contents at the time of mailing or the cost of repairs, not to exceed the limit fixed for the insurance coverage obtained. Items defined by postal regulations as "negotiable items" (items that can be converted to cash without resort to forgery), currency, or bullion are insured up to a maximum of \$15 per shipment.

For International Express Mail shipments, insurance coverage may vary by country and may not be available to some countries. There is no indemnity for items containing coins, banknotes, currency notes (paper money); securities of any kind payable to the bearer; traveler's checks, platinum, gold, and silver (manufactured or not); precious stones, jewelry, and other valuable or prohibited articles.

Items defined by Postal indemnity regulations as nonnegotiable documents are insured against loss, damage, or rifling up to \$500 per shipment for document reconstruction, subject to additional limitations for multiple pieces lost or damaged in a single catastrophic occurrence. Document reconstruction insurance provides reimbursement for the reasonable costs incurred in reconstructing duplicates of negotiable documents mailed. Document reconstruction insurance coverage above \$500 per shipment is NOT available, and attempts to purchase additional document insurance are void.

No coverage is provided for consequential losses due to loss, damage, or delay of Express Mail, or for concealed damage, spoilage of perishable items, and articles improperly packaged or too fragile to withstand normal handling in the mail.

RATE, TERMS, AND LIMITATIONS ARE SUBJECT TO CHANGE. Please Consult *Domestic Mail Manual* and *International Mail Manual* for additional limitations and terms of coverage.

Claims: Original customer receipt of the Express Mail label must be presented when filing an indemnity claim and/or for a postage refund.

Claims for delay, loss, damage, or rifling must be made within 90 days of the date of mailing; for international, call 1-800-222-1811.

Claim forms may be obtained and filed at any post office.

To file a claim for damage, the article, container, and packaging must be presented to the USPS for inspection. To file a claim for loss of contents, the container and packaging must be presented to the USPS for inspection. **PLEASE DO NOT REMAIL.**

THANK YOU FOR CHOOSING EXPRESS MAIL.